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August 28, 1991

VIA FEDERAL EXPRESS

Mr. David M. Adams
Canadian Meat Council
5233 Dundas Street West
Suite 304
Islington, Ontario M9B 1A6
CANADA

Dear Dave:

This will confirm our telephone conversation of earlier today concerning the sale by Arnold & Porter of APCO Associates, Inc. to the GCI Group, the public relations subsidiary of Grey Advertising.

As you know, APCO Associates was founded by Arnold & Porter, has been owned by Arnold & Porter, and has worked with Arnold & Porter in representing your association. As has been publicly announced, the business of APCO Associates will be sold to Grey Advertising's public relations subsidiary, the GCI Group. The business will be continued by APCO personnel under new ownership under the name APCO Associates, Inc. I am enclosing a copy of the announcement relating to this transfer. The sale is expected to be completed in the coming weeks.

Although Arnold & Porter will not have any ownership interest in APCO after the sale, the two firms have agreed to continue their long-standing collaborative efforts in such areas as legislative and public affairs. Where the client desires, and subject to each firm's conflict of interest requirements, clients may elect to retain both Arnold & Porter and APCO or either firm independently.

The purpose of this letter is to confirm that you are aware of the upcoming change in the ownership of APCO and that you agree to continued representation by

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APCO after it becomes part of Gray's GCI Group. I also wanted to confirm that APCO's files with respect to its past and current representation of the Canadian Meat Council may be retained by APCO after it becomes part of Gray's GCI Group.

As in the past, APCO will not be providing legal services and the availability of any privilege (such as the attorney client privilege) may depend upon the nature of retention relationships. I would be pleased to consult with you on the potential consequences of this transition if you have any questions about how APCO's new status may affect past or future claims of privilege.

In addition, as I mentioned to you, as a consulting company no longer owned by a law firm, APCO will not be required as a matter of practice to apply all the rules for professional conduct applicable to lawyers, including rules on conflicts of interest. You should, of course, feel free to contact me with respect to any conflicts concerns you may have.

In light of the change in the ownership relationship between Arnold & Porter and APCO, I propose (and APCO has agreed) to modify our arrangement with APCO with respect to its representation of the Canadian Meat Council in the following respects:

1. APCO will be retained by and continue to work under the direction of Arnold & Porter.

2. Conflicts. APCO will agree that, during the period of its representation of the Canadian Meat Council, it will not represent, without your prior consent, the National Pork Producer's Council, or any other person or entity, in connection with potential legislation or other actions affecting or potentially affecting imports of pork and/or live swine from Canada.

3. Files. APCO will retain the files it has developed in the course of its past representation of the Canadian Meat Council. It will agree to maintain the confidentiality of these files and other information it has provided or develops during the course of its work for you. We recognize that disclosure of information by APCO may be necessary or appropriate in the course of its work for you, and will agree that such

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disclosure may only be made after consultation with, and authorization from, either you and/or Arnold & Porter. This obligation of confidentiality will continue in force even after the completion of APCO's work for the Canadian Meat Council.


4. Payment of APCO's Fees. As in the past, APCO will bill Arnold & Porter on a monthly basis for its professional services and out-of-pocket expenses. Arnold & Porter then will incorporate these statements in its monthly statements rendered to the Canadian Meat Council. Arnold & Porter assumes no liability for the Canadian Meat Council's payment obligations to APCO.

In order to avoid any interruption in the work that is being undertaken by Arnold & Porter and APCO on your behalf, I would appreciate your confirming that you agree to continued representation by APCO and the modification of your arrangement with APCO and Arnold & Porter outlined above. If you agree, please indicate your acceptance by signing this letter on the line provided below, and returning a copy to me.

If you have any questions relating to the matters described above, please do not hesitate to contact me.

Best regards,

Yours sincerely,




Michael T. Shor

Enclosure

cc: Barry Schumacher (APCO)

ACCEPTED



David M. Adams for the
Canadian Meat Council